

# **Exhibit B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

Total Quality Logistics, LLC,	)	CASE NO.: 1:17-cv-00797-TSB
	)	
Plaintiffs,	)	
	)	
vs.	)	
	)	
	)	<b><u>AFFIDAVIT OF DAVID MINNIS</u></b>
Covar Transportation d/b/a Covar	)	
Brokerage, David Minnis, John Fletcher,	)	
Todd Brazeal, Chase Walker and Cameron	)	
Brown,	)	
	)	
Defendants.	)	
	)	

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PERSONALLY appeared before me David Minnis who, first being duly sworn, deposes and states that:

1. My name is David Minnis. I am more than twenty-one (21) years of age and am otherwise competent to make this Affidavit. I have personal knowledge of all of the matters stated herein.

2. I am a citizen of the state of Florida and my current address is 7003 Westminster St., Tampa, Florida 33635. I have lived and worked exclusively in the State of Florida since 2003.

3. I was employed by Total Quality Logistics, Inc. ("TQL") as a Logistics Account Executive, from August 17, 2015 to July 27, 2016, when I resigned due their compensation structure or their lack thereof. After July 27, 2016, I never was employed in any capacity by TQL.

4. I signed the attached TQL "Employee Non-Compete, Confidentiality, and Non-Solicitation Agreement (the "Agreement") on August 17, 2015, while in TQL's offices in Tampa, Florida.

5. Throughout my employment with TQL, I worked exclusively in their Tampa, Florida office. TQL conducted all of my training in Tampa, Florida and my employment never took me to Ohio.

6. My Agreement with TQL expired July 27, 2017.


7. I began my employment with CoVar Transportation d/b/a CoVar Brokerage ("CoVar"), on August 1, 2016, in CoVar's Clearwater, Florida office.

8. To the best of my knowledge, all of the information related to my employment with CoVar, including but not limited to any information related to TQL's allegations that I purportedly competed with TQL or misappropriated TQL's trade secrets, would be located in Florida.

9. After my employment with TQL ended on July 27, 2016, I have not used or disclosed any confidential or proprietary information belonging to, or originating from, TQL, nor have I even had any such information within my possession, custody or control.

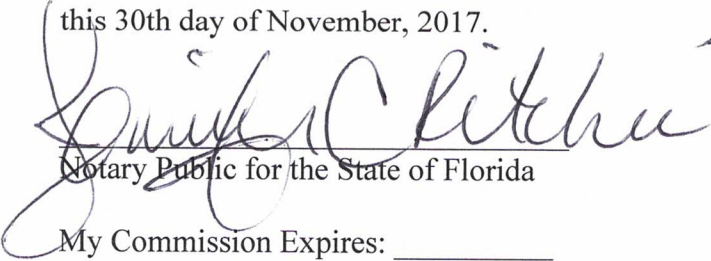
10. CoVar has never asked me to use or disclose any confidential or proprietary information belonging to, or originating from, TQL, nor has CoVar asked me to solicit or target any of the former customers with whom I dealt at TQL. Nonetheless, since the filing of this lawsuit, I have been instructed by CoVar to not call upon or solicit, provide any service to, or otherwise have contact with any TQL customer with whom I had contact with during my employment with TQL, and I have fully complied with this instruction and will continue to do so.

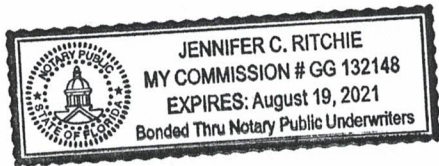
FURTHER, AFFAINT sayeth not.

  
David Minnis

SWORN to and subscribed before me

this 30th day of November, 2017.

  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

Total Quality Logistics, LLC,

Plaintiffs,

vs.

Covar Transportation d/b/a Covar  
Brokerage, David Minnis, John Fletcher,  
Todd Brazeal, Chase Walker and Cameron  
Brown,

Defendants.

CASE NO.: 1:17-cv-00797-TSB

**AFFIDAVIT OF JOHN FLETCHER**

PERSONALLY appeared before me John Fletcher who, first being duly sworn, deposes and states that:

1. My name is John Fletcher. I am more than twenty-one (21) years of age and am otherwise competent to make this Affidavit. I have personal knowledge of all of the matters stated herein.

2. I am a citizen of the state of Florida and my current address is 1409 West Termino St, Tampa, Florida 33612. I have lived and worked exclusively in the State of Florida for all of my life.

3. I was employed by Total Quality Logistics, Inc. ("TQL") as a Logistics Account Executive, from February 2, 2014, to August 31, 2016, when I resigned due to overall compensation structure and the lack of full payment of commissions due to me. After August 31, 2016, I never was employed in any capacity by TQL.

4. I signed the attached TQL “Employee Non-Compete, Confidentiality, and Non-Solicitation Agreement (the “Agreement”) on February 3, 2014, while in TQL’s offices in Tampa, Florida.

5. Throughout my employment with TQL, I worked exclusively in their Tampa, Florida office. TQL conducted all of my training in Tampa, Florida and my employment never took me to Ohio.

6. My Agreement with TQL expired August 31, 2017.

7. I began my employment with CoVar Transportation d/b/a CoVar Brokerage (“CoVar”), on September 6, 2016, in CoVar’s Clearwater, Florida office.

8. To the best of my knowledge, all of the information related to my employment with CoVar, including but not limited to any information related to TQL’s allegations that I purportedly competed with TQL or misappropriated TQL’s trade secrets, would be located in Florida.

9. After my employment with TQL ended on August 31, 2016, I have not used or disclosed any confidential or proprietary information belonging to, or originating from, TQL, nor have I even had any such information within my possession, custody or control.

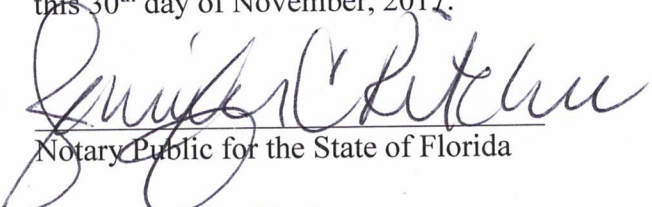
10. CoVar has never asked me to use or disclose any confidential or proprietary information belonging to, or originating from, TQL, nor has CoVar asked me to solicit or target any of the former customers with whom I dealt at TQL. Nonetheless, since the filing of this lawsuit, I have been instructed by CoVar to not call upon or solicit, provide any service to, or otherwise have contact with any TQL customer with whom I had contact with during my employment with TQL, and I have fully complied with this instruction and will continue to do so.

FURTHER, AFFAINT sayeth not.

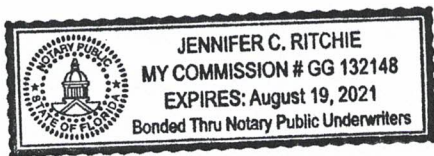
  
John Fletcher

SWORN to and subscribed before me

this 30<sup>th</sup> day of November, 2017.

  
Notary Public for the State of Florida

My Commission Expires: \_\_\_\_\_



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

Total Quality Logistics, LLC,

Plaintiffs,

vs.

Covar Transportation d/b/a Covar  
Brokerage, David Minnis, John Fletcher,  
Todd Brazeal, Chase Walker and Cameron  
Brown,

Defendants.

CASE NO.: 1:17-cv-00797-TSB

**AFFIDAVIT OF TODD BRAZEAL**

PERSONALLY appeared before me Todd Brazeal who, first being duly sworn, deposes and states that:

1. My name is Todd Brazeal. I am more than twenty-one (21) years of age and am otherwise competent to make this Affidavit. I have personal knowledge of all of the matters stated herein.

2. I am a citizen of the state of Florida and my current address is 8501 N. Packwood Avenue, Tampa, Florida 33604. I have lived and worked exclusively in the State of Florida for all of my life.

3. I was employed by Total Quality Logistics, Inc. ("TQL") as a Logistics Account Executive and a National Sales Trainer, from August 19, 2013 to September 15, 2016 when I resigned due to job security as there were rumors that TQL was going to reduce the size of the training department staff. After September 15, 2016, I never was employed in any capacity by TQL.

4. I signed the attached TQL “Employee Non-Compete, Confidentiality, and Non-Solicitation Agreement (the “Agreement”) on August 19, 2013, while in TQL’s offices in Tampa, Florida.

5. Throughout my employment with TQL, I worked exclusively in their Tampa, Florida office. TQL conducted all of my training in Tampa, Florida and my employment never took me to Ohio.

6. My Agreement with TQL expired on September 15, 2017.


7. I began my employment with CoVar Transportation d/b/a CoVar Brokerage (“CoVar”), on May 15, 2017, in CoVar’s Clearwater, Florida office.

8. To the best of my knowledge, all of the information related to my employment with CoVar, including but not limited to any information related to TQL’s allegations that I purportedly competed with TQL or misappropriated TQL’s trade secrets, would be located in Florida.

9. After my employment with TQL ended on September 15, 2016, I have not used or disclosed any confidential or proprietary information belonging to, or originating from, TQL, nor have I even had any such information within my possession, custody or control.

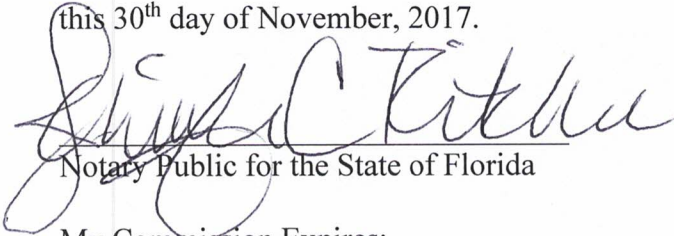
10. CoVar has never asked me to use or disclose any confidential or proprietary information belonging to, or originating from, TQL, nor has CoVar asked me to solicit or target any of the former customers with whom I dealt at TQL. Nonetheless, since the filing of this lawsuit, I have been instructed by CoVar to not call upon or solicit, provide any service to, or otherwise have contact with any TQL customer with whom I had contact with during my employment with TQL, and I have fully complied with this instruction and will continue to do so.

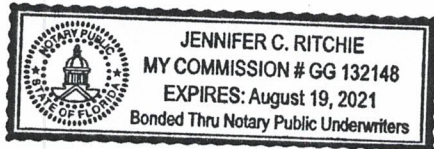
FURTHER, AFFAINT sayeth not.

  
\_\_\_\_\_  
Todd Brazeal

SWORN to and subscribed before me

this 30<sup>th</sup> day of November, 2017.

  
\_\_\_\_\_  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
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Total Quality Logistics, LLC,

Plaintiffs,

vs.

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Brokerage, David Minnis, John Fletcher,  
Todd Brazeal, Chase Walker and Cameron  
Brown,

Defendants.

CASE NO.: 1:17-cv-00797-TSB

**AFFIDAVIT OF CHASE WALKER**

PERSONALLY appeared before me Chase Walker who, first being duly sworn, deposes and states that:

1. My name is Chase Walker. I am more than twenty-one (21) years of age and am otherwise competent to make this Affidavit. I have personal knowledge of all of the matters stated herein.

2. I am a citizen of the state of Florida and my current address is 5336 Archstone Dr, Tampa, Florida 33634.

3. I was employed by Total Quality Logistics, Inc. ("TQL") as a Logistics Account Executive, from March 31, 2014 to September 15, 2017, when I resigned due to TQL's payment/commission structure and lack of payment for all of my work/sales. After September 15, 2017, I never was employed in any capacity by TQL.

4. I signed the attached TQL "Employee Non-Compete, Confidentiality, and Non-Solicitation Agreement (the "Agreement") on March 31, 2014, while in TQL's offices in Tampa, Florida.

5. Throughout my employment with TQL, I worked exclusively in their Tampa, Florida office. TQL conducted all of my training in Tampa, Florida and my employment never took me to Ohio.

6. My Agreement with TQL expires on September 15, 2018.

7. I began my employment with CoVar Transportation d/b/a CoVar Brokerage ("CoVar"), on September 18, 2017, in CoVar's Clearwater, Florida office.

8. To the best of my knowledge, all of the information related to my employment with CoVar, including but not limited to any information related to TQL's allegations that I purportedly competed with TQL or misappropriated TQL's trade secrets, would be located in Florida.

9. After my employment with TQL ended on September 15, 2017, I have not used or disclosed any confidential or proprietary information belonging to, or originating from, TQL, nor have I even had any such information within my possession, custody or control.

10. CoVar has never asked me to use or disclose any confidential or proprietary information belonging to, or originating from, TQL, nor has CoVar asked me to solicit or target any of the former customers with whom I dealt at TQL. Nonetheless, since the filing of this lawsuit, I have been instructed by CoVar to not call upon or solicit, provide any service to, or otherwise have contact with any TQL customer with whom I had contact with during my employment with TQL, and I have fully complied with this instruction and will continue to do so.

FURTHER, AFFAINT sayeth not.

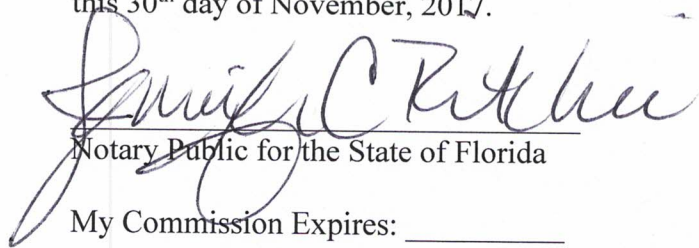


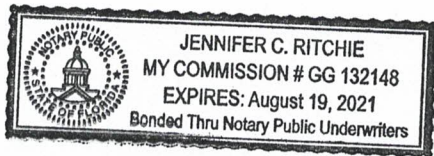
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Chase Walker

SWORN to and subscribed before me

this 30<sup>th</sup> day of November, 2017.

  
Notary Public for the State of Florida  
My Commission Expires: \_\_\_\_\_



**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF OHIO  
WESTERN DIVISION**

Total Quality Logistics, LLC,

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vs.

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Brokerage, David Minnis, John Fletcher,  
Todd Brazeal, Chase Walker and Cameron  
Brown,

Defendants.

CASE NO.: 1:17-cv-00797-TSB

**AFFIDAVIT OF CAMERON BROWN**

PERSONALLY appeared before me Cameron Brown who, first being duly sworn, deposes and states that:

1. My name is Cameron Brown. I am more than twenty-one (21) years of age and am otherwise competent to make this Affidavit. I have personal knowledge of all of the matters stated herein.

2. I am a citizen of the state of Florida and my current address is 3615 West Gray St, Tampa, Florida 33609. I have lived and worked exclusively in the State of Florida for all of my life.

3. I was employed by Total Quality Logistics, Inc. ("TQL") as a Logistics Account Executive, from May 29, 2012 until December 12, 2016, when I resigned due to disagreements in regards to my compensation with TQL management and because I was never properly paid commissions due to me for my sales. After December 16, 2016, I was never employed in any capacity by TQL.

4. I signed the attached TQL “Employee Non-Compete, Confidentiality, and Non-Solicitation Agreement (the “Agreement”) on May 29, 2012, while in TQL’s offices in Tampa, Florida.

5. Throughout my employment with TQL, I worked exclusively in their Tampa, Florida office. TQL conducted all of my training in Tampa, Florida and my employment never took me to Ohio.

6. My Agreement with TQL expires December 12, 2017.

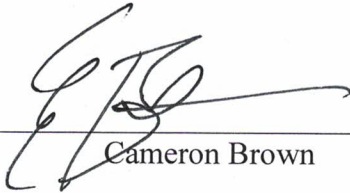
7. I began my employment with CoVar Transportation d/b/a CoVar Brokerage (“CoVar”) on May 24th, 2017, in CoVar’s Clearwater, Florida office.

8. To the best of my knowledge, all of the information related to my employment with CoVar, including but not limited to any information related to TQL’s allegations that I purportedly competed with TQL or misappropriated TQL’s trade secrets, would be located in Florida.

9. After my employment with TQL ended on December 16, 2016, I have not used or disclosed any confidential or proprietary information belonging to, or originating from, TQL, nor have I even had any such information within my possession, custody or control.

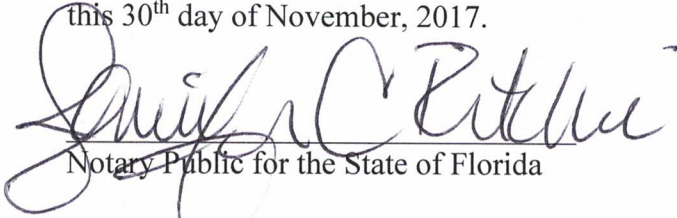
10. CoVar has never asked me to use or disclose any confidential or proprietary information belonging to, or originating from, TQL, nor has CoVar asked me to solicit or target any of the former customers with whom I dealt at TQL. Nonetheless, since the filing of this lawsuit, I have been instructed by CoVar to not call upon or solicit, provide any service to, or otherwise have contact with any TQL customer with whom I had contact with during my employment with TQL, and I have fully complied with this instruction and will continue to do so.

FURTHER, AFFAINT sayeth not.

  
Cameron Brown

SWORN to and subscribed before me

this 30<sup>th</sup> day of November, 2017.

  
Notary Public for the State of Florida

My Commission Expires: \_\_\_\_\_

